

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF TENNESSEE

In Re:

(1) Pamela Carol Hearn  
xxx-xx-2416  
(2)

Case No.  
  
Chapter 13

Debtor(s)

CHAPTER 13 PLAN

ADDRESS: (1) 1022 Springdale St. (2)  
Memphis TN 38108

PLAN PAYMENT:

DEBTOR (1) shall pay \$375.00 ( ) weekly, (X) every two weeks, ( ) semi-monthly, or ( ) monthly, by:

(X) PAYROLL DEDUCTION from: Shelby County Schools OR ( ) DIRECT PAY.  
Attn: Payroll  
160 S Hollywood Street  
Memphis, TN 38112

DEBTOR (2) shall pay \$ ( ) weekly, ( ) every two weeks, ( ) semi-monthly, or ( ) monthly, by:

( ) PAYROLL DEDUCTION from: OR ( ) DIRECT PAY.

1. THIS PLAN [Rule 3015.1 Notice]:

- (A) CONTAINS A NON-STANDARD PROVISION. [See plan provision #19] ( ) YES (X) NO  
(B) LIMITS THE AMOUNT OF A SECURED CLAIM BASED ON VALUATION OF THE COLLATERAL FOR THE CLAIM. [See plan provisions #7 and #8] ( ) YES (X) NO  
(C) AVOIDS A SECURITY INTEREST OR LIEN. [See plan provision #12] ( ) YES (X) NO

2. ADMINISTRATIVE EXPENSES: Pay filing fee and Debtor(s)' attorney fee pursuant to Confirmation Order.

3. AUTO INSURANCE: ( ) Included in Plan; OR (X) Not included in Plan; Debtor(s) to provide proof of insurance at §341 meeting.

4. DOMESTIC SUPPORT: Paid by: ( ) Debtor(s) directly, ( ) Wage Assignment, OR ( ) Trustee to: Monthly Plan Payment  
\_\_\_\_\_; ongoing payment begins \_\_\_\_\_ \$  
Approximate arrearage: \_\_\_\_\_ \$  
\_\_\_\_\_; ongoing payment begins \_\_\_\_\_ \$  
Approximate arrearage: \_\_\_\_\_ \$

5. PRIORITY CLAIMS: Value of Claim Monthly Plan Payment  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ \$  
\_\_\_\_\_ \$

6. HOME MORTGAGE CLAIMS: ( ) Paid directly by Debtor(s); OR ( ) Paid by Trustee to: Monthly Plan Payment  
FCI Lender Services, Inc. \_\_\_\_\_; ongoing payment begins February 2021 \$496.20  
Approximate arrearage: \$7,300.00 Interest: 0.0 % \$160.00  
\_\_\_\_\_; ongoing payment begins \_\_\_\_\_ \$  
Approximate arrearage: \_\_\_\_\_ Interest: \_\_\_\_\_ % \$

7. SECURED CLAIMS: Value of Claim Rate of Interest Monthly Plan Payment  
[Retain lien 11 U.S.C. §1325 (a)(5)] \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ %  
\_\_\_\_\_ %  
\_\_\_\_\_ %  
\_\_\_\_\_ %  
\_\_\_\_\_ \$  
\_\_\_\_\_ \$  
\_\_\_\_\_ \$  
\_\_\_\_\_ \$

**8. SECURED AUTOMOBILE CLAIMS FOR DEBT INCURRED WITHIN 910 DAYS OF FILING, AND OTHER SECURED CLAIMS FOR DEBT INCURRED WITHIN ONE YEAR OF FILING:**

[Retain lien 11 U.S.C. §1325 (a)]

	<u>Value of Claim</u>	<u>Rate of Interest</u>	<u>Monthly Plan Payment</u>
_____	_____	_____%	\$ _____
_____	_____	_____%	\$ _____
_____	_____	_____%	\$ _____
_____	_____	_____%	\$ _____

**9. SECURED CLAIMS FOR WHICH COLLATERAL WILL BE SURRENDERED; STAY IS TERMINATED UPON CONFIRMATION FOR THE LIMITED PURPOSE OF GAINING POSSESSION AND COMMERCIALY REASONABLE DISPOSAL OF COLLATERAL:**

\_\_\_\_\_ Collateral: \_\_\_\_\_

\_\_\_\_\_ Collateral: \_\_\_\_\_

**10. SPECIAL CLASS UNSECURED CLAIMS:**

	<u>Value of Claim</u>	<u>Rate of Interest</u>	<u>Monthly Plan Payment</u>
_____	_____	_____%	\$ _____
_____	_____	_____%	\$ _____
_____	_____	_____%	\$ _____
_____	_____	_____%	\$ _____

**11. STUDENT LOAN CLAIMS AND OTHER LONG TERM CLAIMS:**

\_\_\_\_\_ ( ) Not provided for **OR** ( ) General unsecured creditor

\_\_\_\_\_ ( ) Not provided for **OR** ( ) General unsecured creditor

\_\_\_\_\_ ( ) Not provided for **OR** ( ) General unsecured creditor

**12. THE JUDICIAL LIENS OR NON-POSSESSORY, NON-PURCHASE MONEY SECURITY INTEREST(S) HELD BY THE FOLLOWING CREDITORS ARE AVOIDED TO THE EXTENT ALLOWABLE PURSUANT TO 11 U.S.C. §522(f):**

\_\_\_\_\_

\_\_\_\_\_

**13. ABSENT A SPECIFIC COURT ORDER OTHERWISE, ALL TIMELY FILED CLAIMS, OTHER THAN THOSE SPECIFICALLY PROVIDED FOR ABOVE, SHALL BE PAID AS GENERAL UNSECURED CLAIMS.****14. ESTIMATED TOTAL GENERAL UNSECURED CLAIMS: \$0.00.****15. THE PERCENTAGE TO BE PAID WITH RESPECT TO NON-PRIORITY, GENERAL UNSECURED CLAIMS IS:**( ) \_\_\_\_\_%, **OR**,(X) **THE TRUSTEE SHALL DETERMINE THE PERCENTAGE TO BE PAID AFTER THE PASSING OF THE FINAL BAR DATE.****16. THIS PLAN ASSUMES OR REJECTS EXECUTORY CONTRACTS:**

\_\_\_\_\_ ( ) Assumes **OR** ( ) Rejects.

\_\_\_\_\_ ( ) Assumes **OR** ( ) Rejects.

\_\_\_\_\_ ( ) Assumes **OR** ( ) Rejects.

**17. COMPLETION:** Plan shall be completed upon payment of the above, approximately 60 months.**18. FAILURE TO TIMELY FILE A WRITTEN OBJECTION TO CONFIRMATION SHALL BE DEEMED ACCEPTANCE OF PLAN.****19. NON-STANDARD PROVISION(S):**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ANY NON-STANDARD PROVISION STATED ELSEWHERE IS VOID.

**20. CERTIFICATION: THIS PLAN CONTAINS NO NON-STANDARD PROVISIONS EXCEPT THOSE STATED IN PROVISION 19.**

/s/ Herbert D. Hurst \_\_\_\_\_

Herbert D. Hurst (18721)

Attorney for Debtor(s)

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Date: October 13, 2021